

Utility Billing, Customer Service and Meter Reading

City of Surprise

16000 N. Civic Center Plaza Surprise, AZ 85374 Phone: (623) 222-1857

Fax: (623) 222-1857

Schedule of Events

Release RFP

October 10, 2013

Mandatory Pre-Proposal Conference

November 5, 2013

Mandatory Pre-Proposal Conference will be held on November 5, 2013 @ 10:00 am at16000 N. Civic Center Plaza. Surprise, AZ 85274.

Final date for questions

November 19, 2013

Final date for questions is November 19, 2013 at 2:00 pm; questions will not be accepted after this date and time.

RFP due date/time

The

November 26, 2013

Submittals will not be accepted later than 3:00:00 pm, Local Time (AZ MST), Tuesday, November 26, 2013 at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Information regarding the submittal requirements of this RFP may be obtained at the Purchasing Office located at 16000 North Civic Center Plaza, Surprise AZ 85374. Contact the Purchasing Office regarding documents at (623) 222-3700, FAX: (623) 222-3701. The entire information package can be downloaded from the City of Surprise website: http://www.surpriseaz.com.

The City of Surprise shall not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax. Please reference COS14-001 in all your communications to the city.

Contract Officer will be out of the office Oct. 14-21 returning Oct. 22. Please hold all questions until this date.

Direct all questions regarding this Request for Proposal via e-mail or fax to:

Pamela Risaliti, C.P.M, CPPB Senior Contract Officer City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374-7470 Pamela.risaliti@surpriseaz.gov FAX: 623-222-3701

FAX: 623-222-3701

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City of Surprise Website: http://www.surpriseaz.gov

Pamela Risaliti Senior Contract Officer



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In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package

OFFER

To the City of Surprise: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements.

- 2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
- 3. Respondent acknowledges that further negotiations will be required to define the scope, price, terms or other specifications of the Offer prior to contract award resulting in a separate contract and that

the City of Surprise may end negotiations at any time and not accept the Offer.					
For clarification of this offer contact:					
Name:		Telephone: Fax:			
		E-mail:			
Company Name		Authorized Signature for Offer			
Address		Printed Name			
City State	Zip Code	Title			



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Introduction

The City of Surprise is requesting sealed proposals from qualified "Proposers" for Utility Billing, Customer Service and Meter Reading services related to the water, wastewater and solid waste utilities of the City. The City desires a full service contractor under which the proposer provides all appropriate service and personnel required to perform the scope of services that are explained herein.

INSTRUCTIONS TO PROPOSERS

You must address and deliver your proposal to:

City of Surprise Purchasing Division 16000 Civic Center Plaza Surprise AZ, 85374 Attn: Pamela Risaliti Senior Contract Officer

Proposals must be in a sealed envelope marked:

Title of Proposal: Utility Billing, Customer Service and Meter Reading

RFP Number: COS14-001

- 1. The City is not responsible for the pre-opening, post opening, or failure to open any Proposal not clearly identified. No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the Proposer unopened.
- 2. Proposals shall be submitted as a document set, containing **one clearly marked original** and **six (6)** additional copies.
- 3. Proposers may withdraw a proposal at any time prior to the time and date set for closing. Proposals withdrawn after opening but prior to award, may be withdrawn only in accordance with the City of Surprise Procurement Code.
- 4. No department or office at the City has the authority to solicit or receive official proposals other than Purchasing Division. This solicitation is performed under the direct supervision of the Purchasing Agent and Purchasing Division, City of Surprise and in complete accordance with City of Surprise Procurement Code.
- 5. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Purchasing Agent concurs, this information will not be considered public information. The City Manager is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
- 6. Your proposal should be submitted in the format shown in **the Proposal Requirement section of this RFP.**Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
- 7. Financial Statements:

Proposers who have audited financial statements provide the following: Audited financial statements for the two most recent available years. If the financial statements are intended to be confidential, please submit one copy in a separate sealed envelope and mark as follows:



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Firm's Name Confidential – Financial Statements

- 8. The successful proposer is expected to enter into an agreement approved by the City of Surprise. The City's terms and conditions are a separate document.
- 9. Notwithstanding any other provision of this RFP or the Agreement, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals, or portions thereof or (iii) reissue a RFP. The City also reserves the right to hold all proposals for a period of up to 120, days after the opening date, unless otherwise specified in this RFP.
- 10. The City reserves the right to reject any or all proposals, to accept other than the highest net return to City and to waive any formality in a proposal.
- 11. May: Indicates something that is not mandatory but permissible/ desirable. Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as nonresponsive. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
- 12. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
- 13. All responses and accompanying documentation will become the property of the City at the time the proposals are opened.
- 14. Letter of Transmittal: The letter of transmittal shall be addressed to:

Pamela Risaliti, C.P.M, CPPB Senior Contract Officer City of Surprise Purchasing Division 16000 N. Civic Center Plaza Surprise, AZ 85374

and must, at a minimum, contain the following:

- Identification including name, address, e-mail, telephone number and FAX number.
- Location of the office from which service will be provided, if different, plus your office hours of operation.
- Shall be signed by an officer of the firm authorized to contract for the work.



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BACKGROUND

The City of Surprise is located just 25 minutes northwest of downtown Phoenix along U.S. Route 60/State Highway 93, was founded in 1929 and incorporated in 1960. What was once a small farming village now encompasses more than 108 square miles, including urban and commercial developments, ranches and industrial parks. Surprise strikes the perfect balance between the needs of a residential community and the growth of its business and industrial sections.

Over the past 53 years, Surprise has grown from 500 residents to a city of over 119,530 people in 2013. The city offers a broad range of living styles from small family subdivisions to a number of secluded ranches. Surprise also offers a number of retirement communities that address the needs and lifestyles of active adults. There are a number of recreational facilities, including several beautiful golf courses. Beginning in 2003, the City of Surprise became the Major League Baseball Spring Training home of the Texas Rangers and Kansas City Royals. Industrial growth zones have been carefully selected to operate competitively, but harmoniously, with the residential community.

1. MUNICIPAL SERVICES

Excellence in municipal services is a City of Surprise standard. Surprise is a general law city that operates under the City Council/ City Manager form of government.

According to the City's General Plan 2035, the population is expected to increase to over 500,000 when the City reaches build-out. There are twelve water providers within the City General Plan boundaries. The City currently expects that the primary water providers will continue to provide water to meet the demands of those users located within their service area. As development in other areas occur, a determination will be made as to whether the existing water provider will continue or other water provider arrangements will need to be made.

2. CURRENT UTILITY BILLING AND METER READING SERVICES

The City currently contracts with a utility corporation for the billing of utility accounts. Utility accounts currently comprise water, sewer, and sanitation (garbage) accounts. Many of the accounts receive more than one service. Billing statements are mailed monthly, with the exception of annual prepaid accounts for residential sewer and garbage services. Other billing activities provided include meter reading and field services, establishing water accounts for customers, determining the volume of water delivered, resolving customer billing disputes, collection of delinquent customer accounts and reporting; Customer Service is provided 12 hours a day, 6 days a week; City staff has on-line access to customer account information and reporting and receives remittance of customer payments monthly.

2.1 Water Services

The primary water providers are EPCOR, the City of Surprise and the City of El Mirage. The City of Surprise provides water service to approximately 14,600 accounts within the city's service area which is approximately 18.85 square miles. The City of El Mirage services 1,500 accounts within one square mile and EPCOR services approximately 30,600 within 27.6 square miles. The remaining water service areas are provided by private water companies and water co-operations with the balance being served by private wells. Additionally, the City of Surprise employs field customer service staff to make contact with customers in the field to discuss water billing issues, perform water audits, and conduct water use investigations. They also perform water meter installations, testing, repair and removal.



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2.2 Sewer and Sanitation (Garbage)

Sewer and sanitation services are provided by the City of Surprise to primarily all of the residents within the city boundaries, which comprise roughly 48,000 accounts that are billed by the third party billing contractor, with a few exceptions. Some customers are not provided sewer service because they have septic tanks. Also another contractor provides certain Surprise residential customers with sanitation services.

2.3 <u>Meter Reading Services</u>

Meter Reading Service charges are applied to the account as incurred and based on the rates provided by the city. These services are performed exclusively by the current contractor. There are approximately 14,800 meters that are read manually on a monthly basis. The secondary responsibilities include meter re-reads, cleaning out meter boxes, reporting meter box repair needs to the City, meter turn on and off. The City is interested in exploring what it will take to perform these particular meter reading service functions.

3. BUSINESS VOLUMES

- 3.1 The City currently services 14,800 water accounts, 45,900 wastewater accounts and 33,000 sanitation accounts.
- 3.2 The City offers residential customers the opportunity to pre pay for their sanitation and wastewater service at a discounted rate.
- 3.3 The number of projected utility account statements to be issued annually is based on the number of accounts billed during June 2013 or 520,560 (43,380 X 12) plus annual prepaid accounts (approximately 5500.) Based on current growth estimates, accounts are expected to increase annually by 600 (average number of new accounts 50 per month x 12)

4. UTILITY BILLING RATES AND FEES

The city's utility rate structure consists of tiered rates and flat rates for different services. Potable and non-potable water accounts are charged using a three tier rate based on usage and meter size. All residential wastewater customers are charged a flat fee, and commercial accounts are charged a base fee and a volumetric usage charge based on their business type. Residential solid waste customers are charged a flat monthly fee per solid waste can. Residential wastewater and solid waste customers that pay for services in advance are charged a discounted fee annually. Water, wastewater, and solid waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.

5. COMPUTING ENVIRONMENT

As an outsource solution, the proposal should provide technologies employed to support the City of Surprise data integrity and availability to include platform, databases, backup/recovery, security and remote access strategy.

An open architecture is required to allow exporting and reporting of data using third party software such as Crystal Reports, Microsoft Excel with proper security authentication.



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A. SCOPE OF SERVICES

- 1. <u>Meter Reading Services</u> to include meter reading on a monthly basis, meter re-reads, cleaning out meter boxes, reporting meter box repair needs to the City, meter turn on and turn off.
- 2. <u>Customer Services</u> to establish billing accounts for each customer, update billing accounts as needed, close and/or transfer customer accounts, respond to customer billing inquiries within 24 hours of initial customer contact, resolution of account disputes, payment plans, adjust accounts and associated invoicing records when appropriate; and notify the customer
- 3. <u>Customer Invoicing</u> -- (Billing Statement) to obtain water usage data (meter reading information) and other utility billing usage information for each customer, develop monthly and annual utility invoices for services provided by the City in accordance with the rates developed by the City; print and mail statements within three (3) working days of receiving water meter readings and/or adjustments; include any additional messages and inserts with statements as requested by City management.
- 4. <u>Customer Payment Processing and Remittance</u> shall include acceptance of customer payments online, automated response, telephone, in person, credit cards, check, cash and locate a drop box at City Hall, application of payments to customer accounts by utility in priority order, and Customer Payment Remittance to the City
- 5. <u>Collection of Delinquent Accounts</u> shall undertake collection activities of outstanding accounts, coordinate the discontinuance of water service in accordance with the approved agreements from the water providers, coordinate solid waste can retrieval and delivery or turn the account over to a collection agency.
- 6. <u>Reporting</u> shall include on-line access to customer account information and reports generated by frequency to include:
 - 6.1 Daily: List of new customer accounts
 - 6.2 Monthly:
 - 6.2.1 Monthly non-payment disconnection report
 - 6.2.2 Monthly customer account detail report
 - 6.2.3 Monthly charge off report
 - 6.2.4 Monthly miscellaneous adjustments reports
 - 6.2.5 Monthly aging report
 - 6.2.6 Monthly report of accounts sent to collections
 - 6.2.7 Monthly account Validations Process for Termination of Services Report
 - 6.2.8 Monthly meter usage report of all City customers
 - 6.2.9 Monthly Quality Assurance Plan Report
 - 6.2.10 Monthly meter listed report for City of Surprise service area
 - 6.2.11 Reports as requested for annual rate study
 - 6.2.12 Meter maintenance report to include zero consumption report
 - 6.2.13 Daily non-payment disconnect forecast report
 - 6.2.14 Monthly active deposit report
 - 6.2.15 Monthly charge report includes a detailed breakdown by customer of the charges (ie base charge, usage charge, state sales tax, county sales tax, city sales tax, and water use tax)



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- 7. Annual: Financial Report
- 8. <u>Transition from existing service provider</u> Meter reading services must cover those residents where the City is the water provider. Billing Services must provide customer service, billing, payment and collection, and remittance for the residents that receive water, sewer and sanitation services from the City.
- 9. <u>Performance Metrics</u> -- Metrics must be identified and will be used as benchmarks to set a standard for customer service tasks.

Ability to innovate with options that are more cost effective, progressive and with a mechanism to change.

The respondent must provide two separate quotes: one for billing and customer service and the other one for meter reading. Prime provider will be Customer Service & Utility Billing.



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PROPOSAL REQUIREMENTS

A. FORM OF PROPOSAL

To facilitate direct comparisons, proposal shall be submitted in the following format, listed in order, and index tabbed to match. Proposal shall include, at a minimum, information requested below. If Proposer fails to provide any of the requested information, with the exception of the mandatory proposal certification, the City may, at its sole option, ask the Proposer to provide the missing information or evaluate the proposal without the missing information.

B. SUBMITTAL AND INITIAL RESPONSIVENESS REVIEW

- 1. Proposals shall be on 8 1/2" & 11" paper with the text on one side only, and limited to twenty-eight (28) pages (excluding resumes, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Text shall be a minimum of eleven-point font. The following shall be submittals as part of each Proposer's response. Proposers who fail to provide ALL the items listed below shall be considered non-responsive:
- 2. **One original and six (6) copies** of the submitted Proposal. Please note that these materials shall not be returned. Each copy must be submitted in a bound binder with index tabs corresponding to *each of the sections per C as outlined below*. Proposals shall be submitted in a sealed envelope or container labeled with the Proposer's name and identified as the Utility Meter Reading, Billing & Customer Service.
- 3. The information below is required, and must be submitted fully to assure the proposal is deemed responsive. If, for any valid reason, a Proposer cannot provide the required information, that reason must be stated in the Proposer's proposal response. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

C. REQUEST FOR PROPOSAL CONTENTS

Proposals should be prepared by providing a straightforward, concise description of the Proposer's offer to meet the requirements of the RFP. Proposers should respond to each requested item of information in the order that the items appear below:

- 1. Name, address and phone number of operating company. Provide a list of officers of the company and their titles.
- 2. The duration and extent of experience in the Utility Meter Reading, Billing & Customer Service function and the experience of key personnel you propose to operate the proposed services.
- 3. A list of comparable operations with their locations, both currently active Utility Billing & Customer Service and/or Meter Reading Services and those operated within the last five years. Give length of time, name, address, and phone number of the company or agency.
- 4. Each Proposer, by submission of a proposal, accepts the terms and conditions set forth herein unless stipulated as an exception to the terms and conditions of the final contract.



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- 5. Include at least one of the following: a complete balance sheet or annual report of the last fiscal year of operation prepared by a qualified accountant or Certified Public Accountant or a copy of the most recent federal income tax return. This information shall be used as a partial basis for evaluating the expertise of the offeror in the delivery of the services offered and the offeror's financial stability to provide these services over the term of the contract.
- 6. A description of the internal accounting program for: the method of recording, checking and reporting sales, including the proposed cash register system. Internal control of cash handling including the procedures for holding funds overnight, transporting funds to a bank, etc.
- 7. Other information as the Proposer deems pertinent for consideration (e.g., references from other municipalities for similar services, suppliers, and customers, marketing surveys, personnel policies, training programs, or other relevant subjects).

D. PROPOSAL OPTIONS

- 1. City Hall location Option. In the event an offeror wishes to be housed within the City Hall, a description of the Proposer's space requirements including a preliminary design, layout, signage and a proposed equipment list. Each proposal shall also include, as appropriate a listing of equipment provided by the offeror so compatibility with the city systems can be determined.
- 2. Separation of Services for proposal. To thoroughly understand the services offered, the City is requesting that offerors who are able to provide one service and not the total scope of services, shall propose those services they are currently providing. Qualified individuals or firms are asked to submit proposals using the following categories:
- 2.1 Meter Reading Services, as defined within the Scope of Services, section 1, and sections 8 and 9 inclusive.
- 2.2 Utility Meter Reading, Billing & Customer Service and Billing Services, as defined in the A. Scope of Services, sections 2 through 9., inclusive..
- 2.3 Comprehensive Utility Meter Reading, Billing and Customer Service, as defined in the A. Scope of Services, sections 1 through 9.

NOTE: All proposals shall identify the methods and processes needed to perform A. Scope of Work, Sections 8 and 9., inclusive. Failure to submit any of the required information within 2.1 or 2.2 or 2.3, above, may cause the proposal to be rejected as Non-Responsive.

- 3. Offerors are requested to clearly indicate on their proposals the specific category of Services are covered by their proposal(s).
- **E. PRICE SCHEDULE All** offers shall include Attachment A., <u>Price Schedule in order to be included in the evaluation process.</u>
 - 1. Pursuant to Section 6, Evaluation Period and Proposal Validity, as follows, all pricing submitted shall be valid for a minimum of 120 days, from the date of submittal. In the unlikely event, the city requires more time to evaluate or negotiate a final contract, the City may request this time be extended.



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F. PROPOSAL QUESTIONNAIRE. Proposals shall include a completed Attachment B., Proposal Questionnaire, for those areas offered.

Proposals for Utility Meter Reading, Billing & Customer Service and Billing Services shall complete and submit Questions 2 through 8.

Proposals for all Utility Administrative and Billing and Meter Reading Services shall answer the entire Questionnaire.

NOTE: The City reserves the right to ask for clarification of all questions as a part of the evaluation of proposals process. If an appropriate question is unanswered, that deficiency MAY cause the proposal to be non-responsive.



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EVALUATION AND AWARD

A. METHOD OF SELECTION

1. INITIAL SUSCEPTIBILITY FOR AWARD SCREENING

The City will conduct a pre-evaluation screening of all submitted proposals by a designated selection team, as noted in the PROPOSAL REQUIREMENTS, B. SUBMITTAL AND INITIAL RESPONSIVENESS REVIEW, above.

The pre-evaluation screening process will identify those firms who meet the minimum qualifications and, at the City's sole discretion, best meet the City's needs. This RFP details the Criteria used for the evaluation of submittals. The City reserves the right to reject any or all submissions, or to cancel the solicitation at any time. Submittal of a proposal does not constitute a contract with the City.

2. BASIS OF PROPOSAL EVALUATION

It is the purpose of this RFP to clearly present the City's objectives for the utility billing, customer service & meter reading operation. In addition, the City has, through this RFP, established the standards from which the Proposers are to base their proposals. To this end, each Proposer shall furnish and include responses to all of the data requested above. From the total information requested, the City's determination shall be made of the Proposer's ability to meet the requirements. Representatives from the City reserve the right to inspect the Proposer's existing facilities and food service equipment installations, if any, and to interview prospective Proposers prior to award of this proposal. Proposals shall be evaluated using the weighted score/point system indicated below. Proposals do not have to be professionally prepared with, for example, colored charts, graphs or typesetting. The City staff evaluation committee will evaluate each proposal based on the following criteria:

In order of importance:

Customer Service and Billing	Meter Reading	
 Price General Company Experience and References Evidence of Good Customer Service Evidence of Accuracy Business Processes Analysis of Key Members/Staff Summary Transition Plan Ability to provide all services 	 Price Evidence of Accuracy General Company Experience and References Evidence of Good Customer Service Business Processes Analysis of Key Members/Staff Summary 	

The final value assigned to each proposal shall be the sum of the averages of the value assigned by the evaluators in each evaluation area.

3. ORAL INTERVIEWS/PROPOSAL PRESENTATIONS

Based upon its review of the proposal submittals, the City will select, in its sole discretion, a short list of firms who best meet the City's objectives. Firms on the short list may be invited to participate in the Interview/Presentation phase of the process. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most



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advantageous to the City may be requested to give an oral presentation to a selection committee. The Purchasing Agent will perform scheduling of these oral presentations.

4. NEGOTIATIONS

After the Interview/Presentations, the City will offer the most advantageous firm a sixty (60) day exclusive negotiation period. The City reserves the right to conduct discussions with Proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other Proposers. In the event that there is an impasse in the Negotiations, the City reserves the right to go to the next most advantageous Proposer, the City reserves the right or to reject any or all proposals at any time, for any reason.

5. AWARD

The final contract between the City of Surprise and the successful Proposer shall consist of the Contract document executed by the City and successful Proposer, Scope of Work, attachments and any amendments thereto, and the offer submitted by the Proposer in response to this solicitation. The City reserves the right to clarify any contractual terms in writing with the concurrence of the Contractor. A contract is formed only upon the approval and written execution of the contract by the City and consultant(s) after negotiation process is complete. An award(s) may be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City based on the evaluation factors and selection methods set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.

6. EVALUATION PERIOD and PROPOSAL VALIDITY

In order to allow for an adequate evaluation, the City requires the **Proposal to be valid and irrevocable for 120 days after the opening time and date.** All firms interested in this Project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub consultants) will refrain under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, elected officials, the City Manager, Assistant City Managers, Department Heads, and other staff. All contact during this selection process must be addressed to the City's Procurement A/P Division through the named purchasing officer.

7. SEPARATE EVALUATION OF METER READING SERVICE and UTILITY ADMINISTRATIVE SERVICES

In addition to the evaluation and award plan, the City shall review the Meter Reading and Administration Services, as separate functions which will be scored separately allowing proposals from interested parties who may wish to submit proposals in one service area or both. In the event a proposal is received for both service areas, the Evaluation Committee may award a higher evaluation score for a "turn-key" proposal.



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STANDARD TERMS AND CONDITIONS

- 1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page, the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
- 2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
- 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City, and Contractor shall have all remedies afforded by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.



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- 5. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 7. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 8. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable.
- 9. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 10. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 11. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 12. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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- 13. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
- 14. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.



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FEE SCHEDULE-Attachment A

Category	Cost	Comments
A. Utility Billing & Customer Service		
a. Monthly Account Maintenance		
i. Accounts with Mailing Bill		
ii. Accounts with Electronic Billing		
b. Establish or Re-Establish Service by Account Type		
i. During Normal Hours		
ii. During After Hours		
c. Disconnection of Service for Non-Pay		
d. Return Payment Fee		
e. Failure to Cancel Prepaid Election and Conversion Fee		
f. Billing Insert / Message Fee		
g. If Additional Fees Apply, Please Include		
B. Utility Meter Reading		
a. Cost per Initial Monthly Meter Read		
b. Cost per Additional Meter Read During the Month		
c. If Additional Fees Apply, Please Include		



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PROPOSAL QUESTIONNAIRE-Attachment B

METER READING

1. Meter Reading

- A. Please explain how your company reads meters.
- B. Are there any plans to upgrade either the method of obtaining meter readings or the meter equipment?
- C. Do you use AMR or AMI?
- D. What is your company's time schedule for reading meters?
- E. How does your company handle meter read errors?
- F. What methodology is used to ensure read accuracy?
- G. Please describe the method used to communicate all meter read exceptions to City personnel?
- H. If the City would upgrade to AMI/AMR would there be a price difference?

CUSTOMER SERVICE & UTILITY BILLING

2. Customer Service

- A. How can customers establish new accounts?
- B. What type of information is required to open an account?
- C. How can customers cancel service?
- D. What is your policy on transferring service/accounts?
- E. Are customer service representatives available locally or is there a central call center?
- F. In what ways can account holders obtain customer service?
- G. What is your process/timeline for responding to customer inquiries?
- H. Please describe your dispute process and include a timeline for dispute resolution.
- I. What guidelines does your company use for adjustments?
- J. How does your company ensure confidentiality?

3. Customer Invoicing

- A. Please describe your billing method. Are accounts billed on a day cycle, the same day each month, or other method? If this can be modified, can the City have their name and logo on invoice?
- B. Please provide a copy of your company's customer utility invoice. Can this invoice be modified?
- C. Do you include remittance envelopes?
- D. Does your company offer electronic bill service? If so, will the City receive a discount?
- E. Is your company able to include messages on the invoice or as an insert with customer invoices? If so, what is your requested timeline for receiving the information? Are there additional requirements?
- F. What length of time is needed between obtaining meter readings and issuance of utility bills?
- G. What format would you need the meter reads in?



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4. Customer Payment Processing & Remittance

- A. What payment methods do you allow? Online, phone, mail, walk-in, lockbox, affiliate drop off?
- B. Are there any convenience fees based on payment method?
- C. Please describe your payment plan policy?
- D. What is the payment plan period?
- E. How long does it take to post/clear customer payments?
- F. Please describe how your company applies partial payments to the account (by service type or proportionately)?
- G. Does your company have a local presence?
- H. Please describe the methodology for cash reconciliation?
- I. What is the length of time cash remittance would be sent to the City?

5. Collection of Delinquent Accounts

- A. How do you handle return mail?
- B. What is your process for handling delinquent accounts?
- C. How long will your company work a delinquent account before the account is turned over to the City of Surprise?
- D. How will delinquent accounts be reported to the City of Surprise?
- E. What is your success in collection?

6. Reporting

- A. What is your company's confidentiality policy?
- B. Please describe your Identity Theft Prevention Program (Red Flag)?
- C. Please identify and provide formatting samples of the types of reports your company maintains and would provide to the City. Are custom reports available?
- D. Please identify a timeline for when reports would be provided.
- E. Please describe the online access that will be available?
- F. Please describe the training that will be available to City staff?

7. Transition

- A. What is your approach in transition?
- B. What is the length of time needed?
- C. At what point do you take ownership of the project?
- D. Would you assist in transition of outstanding accounts receivable?
- E. How would you handle the outstanding accounts receivable?

8. Performance Measures

- 1. Please provide a report showing your company's actual performance compared to the benchmarked performance standard set for the following customer service tasks?
 - 1. Number of calls offered
 - 2. Number of calls answered
 - **3.** Average speed to answer (seconds)



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- **4.** Average hold time (seconds)
- 5. Percentage of calls abandoned after 30 seconds
- **6.** Average talk time (minutes)
- 7. Bill accuracy per 10,000 bills

9. Staffing

- 1. What is the average tenure of an employee?
- 2. What Customer Service Training Program is in place
- 3. What is the company's hiring process?